
IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TIMOTHY WEAKLEY

Plaintiff Pro se,

V.

AMAZON.COM INC.

AAA FREIGHT, INC. ET,AL.

Defendant(s).

20-CV-00071mjp

Cause No: _____

Jury Trial: Yes



JAN 15 2020

CIVIL COMPLAINT FOR GROSS NEGLIGENCE OR IN THE ALTERNATIVE
COMPLAINT FOR NEGLIGENCE
(28 U.S.C. § 1332; Diversity of Citizenship)

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

1 MAY IT PLEASE THE COURT:

2 COMES NOW PLAINTIFF ("Plaintiff") and alleges that

3 Amazon.Com INC. ("Amazon") and AAA Freight Inc. ("AAA")

4 willfully and routinely coerced Plaintiff to operate a

5 commercial motor vehicle in axiomatic violation of the Federal

6 Motor Carrier Safety Act- Hours of Service ("FMCSA HOS")

7 constituting gross negligence per se. This complaint alleges

8 and will show that Amazon and AAA worked Plaintiff into the

9 ground like a rented mule and intentionally deprived Plaintiff

10 of sleep which gave rise to the October 31, 2019 traffic crash

11 that resulted in Plaintiff's physical injuries and economic

12 damages. Additionally, in order to obfuscate Amazon and AAA's

13 gross negligence- AAA would routinely edit Plaintiff's

electronic logbook violations so that law enforcement or the Department of Transportation would be none the wiser. It has often been said that the devil is in the details. This is the case of: the devil is in the dispatches, remote- edits of the electronic logbook and GPS tracking history of Plaintiff's semi-tractor.

I. THE PARTIES TO THIS COMPLAINT

A. Plaintiff.

Name: Timothy Weakley
Street Address: 414 East Mountain View Rd. Apartment 503
City and County: Johnson City, Washington County
State and Zip Code: Tennessee, 37601
Telephone Number: 423-524-3088

B. Defendant(s)

Defendant No. 1
Name: Amazon.Com Inc.
Street Address: 410 Terry Ave N.
City and County: Seattle, King County
State and Zip Code: Washington 98109
Telephone Number: (206) 266-1000

Defendant No. 2
Name: AAA Freight, Inc.
Street Address: 17201 State Street
City and County: South Holland, Cook County
State and Zip Code: Illinois, 60473
Telephone Number: (630) 413-9534

II. SUMMARY OF THE COMPLAINT

Plaintiff alleges that AAA and its safety department would routinely edit Plaintiff's electronic logbook ("e-log") with a

45 criminal intent in order to cause it to appear that Plaintiff
46 was operating his semi-tractor within the confines of the
47 FMCSA's HOS regulations. This complaint further alleges that
48 Amazon had direct knowledge of the gross FMCSA HOS violations
49 because of Amazon's very sophisticated freight tracking
50 application of which Plaintiff was mandatorily required to
51 install and maintain in operation on his cell phone as a
52 condition of employment. Said application tracked Plaintiff's
53 movements down to the millisecond 24/7 so long as it was
54 installed on his cellular phone. Additionally, Amazon and AAA
55 [respectively and collectively] knew or should have known that
56 its conduct violated the law and placed the public at risk.
57 Also, Amazon and AAA: (1) Owed Plaintiff a duty, either to act
58 (or refrain from acting) in a certain way, as would be expected
59 from a "reasonable" person. (2) Acted (or failed to act)
60 contrary to their duty to the Plaintiff. (3) Amazon and AAA's
61 breach of duty, in fact, resulted in the Plaintiff's injuries as
62 the direct result of their breached duty. (4) Amazon and AAA's
63 actions or inactions were within the scope of known risks and
64 they should have known an injury could occur. (5) As a result
65 of Amazon and AAA's negligence, plaintiff in fact suffered
66 injuries, physical or otherwise.

68 **III. BASIS FOR JURISDICTION AND VENUE**

69 Both forum and venue are proper in this jurisdiction
70 pursuant to 28 U.S.C. § 1332 on the following grounds: (1)
71 Neither of the Defendants named in this civil complaint reside
72 in the same state as Plaintiff. (2) Defendant [Amazon.Com Inc.]
73 is incorporated under the laws of the State of Washington, and
74 has its principal place of business in the State of Washington.

75 **IV. THE AMOUNT IN CONTROVERSY**

76 The amount in controversy exceeds \$75,000, not counting
77 interest and costs of court. Plaintiff's damages include but
78 are not limited to: medical expenses, loss of revenue and loss
79 of his semi- tractor.

80 **V. DEFINITIONS AND APPLICABLE STATUTES**

81 **FMCSA §395.3 Maximum driving time for property-carrying**
82 **vehicles.**

83 (a) Except as otherwise provided in §395.1, no motor
84 carrier shall permit or require any driver used by it to drive a
85 property-carrying commercial motor vehicle, nor shall any such
86 driver drive a property-carrying commercial motor vehicle,
87 regardless of the number of motor carriers using the driver's
88 services, unless the driver complies with the following
89 requirements:

90 (1) Start of work shift. A driver may not drive without first
91 taking 10 consecutive hours off duty;

(2) 14-hour period. A driver may drive only during a period of 14 consecutive hours after coming on duty following 10 consecutive hours off duty. The driver may not drive after the end of the 14-consecutive-hour period without first taking 10 consecutive hours off duty.

(3) Driving time and rest breaks. (i) Driving time. A driver may drive a total of 11 hours during the 14-hour period specified in paragraph (a)(2) of this section.

(ii) Rest breaks. Except for drivers who qualify for either of the short-haul exceptions in §395.1(e)(1) or (2), driving is not permitted if more than 8 hours have passed since the end of the driver's last off-duty or sleeper-berth period of at least 30 minutes.

(b) No motor carrier shall permit or require a driver of a property-carrying commercial motor vehicle to drive, nor shall any driver drive a property-carrying commercial motor vehicle, regardless of the number of motor carriers using the driver's services, for any period after—

(1) Having been on duty 60 hours in any period of 7 consecutive days if the employing motor carrier does not operate commercial motor vehicles every day of the week; or

(2) Having been on duty 70 hours in any period of 8 consecutive days if the employing motor carrier operates commercial motor vehicles every day of the week.

(c)(1) Any period of 7 consecutive days may end with the beginning of an off-duty period of 34 or more consecutive hours.

(2) Any period of 8 consecutive days may end with the beginning of an off-duty period of 34 or more consecutive hours.

VI. FACTUAL BACKGROUND

1. On or about May 4, 2019 AAA hired Plaintiff to perform duties as a licensed class A commercial truck driver.

Subsequently, on or about May 4, 2019 Plaintiff then leased a semi-tractor from AAA Leasing LLC. which is a sister company to AAA and is located on the same premises as AAA.

2. Upon completing AAA's hiring and leasing process Plaintiff was then assigned to AAA's "Amazon Division," where for the most part, Plaintiff would haul freight exclusively for Amazon.

3. In an escalating pattern of reckless disregard for federal law, i.e., the FMCSA HOS, Amazon and AAA routinely coerced Plaintiff into driving for unlawfully extended periods of time lasting as long as 20 -30 hours or more with only an hour or two of rest. Pursuant to FMCSA 49 CFR §395.3(3)(i): a driver may only drive 11 hours without first taking 10-hour break prior to driving again.

A. FIRST CASE AND POINT [AMAZON AND AAA's CONDUCT COLLECTIVELY]

4. Attached is Plaintiff's Ex. 1 as captured from Amazon's proprietary cellular phone GPS and freight tracking application. On the night of October 14, 2019 Plaintiff was directed by both Amazon and AAA to begin a trip originating in Edwardsville, Illinois at 18:58 [see Plaintiff's Ex. 1 page 6]. The trip

142 required Plaintiff to travel 5 hours east to Shepherdsville,
143 Kentucky arriving at 02:21 in the morning. Upon arrival at
144 02:21 Plaintiff was to pick up a loaded trailer and return it to
145 the Edwardsville, Illinois facility by 23:48 on October 15,
146 2019. Because the round trip accounted for more than 10 hours
147 of Plaintiff's 11 hours of drive time for that day, Plaintiff
148 could not complete the tour without taking a 10-hour rest break.

149 5. Accordingly, Plaintiff completed his shift, found safe
150 parking and then began and completed his 10-hour rest break
151 before he resumed driving at 22:00 on the night of October 15,
152 2019. Plaintiff then finished his tour and arrived back at
153 Edwardsville, Illinois at 04:32 on the morning of October 16,
154 2019. [See Plaintiff's Ex. 1 page 6].

155 **HERE IS THE WHERE THE COERCION AND ILLEGALITY ARISE**

156 6. Amazon and AAA [through its technology] were fully aware
157 that Plaintiff began his 14-hour work day at 22:00 on the night
158 of October 15, 2019 [see Plaintiff's Ex. 1 page 6] and yet still
159 coerced Plaintiff into driving a second shift that originating
160 in Edwardsville, Illinois at 07:46 on that same morning of
161 October 16, 2019. The load was to be delivered by 19:00 that
162 same night in Kenosha, Wisconsin. In order to comply with the
163 unlawful nature of Amazon and AAA's demand, Plaintiff would be
164 forced to work and drive a double shift of 19 hours and 30

165 minutes without taking a 10-hour rest break as required after 14
166 hours of on duty service.

167 7. The forgoing dispatch was unlawful because the FMCSA 14-
168 Hour Limit rule mandates that a driver may not drive beyond the
169 14th consecutive hour after coming on duty, following 10
170 consecutive hours off duty. AAA was aware of the violations
171 because AAA received electronic notifications [in real-time] via
172 the e-log system HOS clock violations arise. Amazon was aware
173 because it tracks a driver's hours through its freight tracking
174 system.

175 8. In any event, Plaintiff resisted the unlawful dispatch.
176 However, his resistance triggered several heated phone arguments
177 between AAA, Plaintiff and Amazon which ultimately resulted in
178 the load being cancelled because Plaintiff did not have
179 sufficient driving hours remaining to work a second driving
180 shift. AAA then counseled Plaintiff during a follow-up phone
181 call stating: "Amazon is our biggest and best paying customer so
182 occasionally we have to bend the rules in order to appease
183 them." And that if Plaintiff could not obey orders: "turn your
184 truck in and find a new line of work more suitable for laziness.
185 Are we clear?" Plaintiff now fearful for his job and livelihood
186 replied: "Yes sir I understand."

**DUE TO PLAINTIFF'S RESISTANCE BOTH AAA AND AMAZON WERE FULLY
AWARE OF PLAINTIFF'S 14-HOUR CLOCK**

9. Regardless, pursuant to Plaintiff's resistance, AAA and Amazon working in lock-step and concert, canceled, the afore described trip after being placed on noticed that Plaintiff could not drive past noon without first taking a 10-hour rest break pursuant FMCSA HOS 14-hour rule. However, in a strong-armed act of coercion, Amazon and AAA then re-assigned Plaintiff trip number T-161R3BX9 which was the very same trip that Plaintiff had previously resisted for the reasons stated above.

11. Plaintiff, fearful for his job, ran the load although he did not arrive until in Kenosha, Wisconsin until 20:50 due to fatigue.

12. Plaintiff avers that the forgoing work day demanded that he work a total of 21 consecutive hours without a 10-hour rest break. It also required Plaintiff to drive well past the 14-hour limit without a 10-hour rest break in violation of FMCSA HOS.

13. Plaintiff avers that each of the afore said facts generated numerous and obvious e-log violations. And that per the usual, in an act to obfuscate its illegality and gross negligence, AAA's so-called safety department then remotely- edited

Plaintiff's e-log to reflect that Plaintiff was off-duty and did not drive on either October 15th or 16th in order to give the impression that Plaintiff had not worked on either of those days. [See plaintiff's Ex. 1 pages 9 and 11].

FACIAL VIOLATIONS OF FMCSA HOS

14. Plaintiff avers that Plaintiff's Ex. 1 makes it unambiguously obvious that Amazon and AAA were fully aware and knew or should have known that their conduct was unlawful.

B. SECOND CASE AND POINT [AAA's CONDUCT RESPECTIVELY]

15. In a continued escalation and more brazened pattern of abuse, on or about October 25, 2019 at 11:00, AAA dispatched Plaintiff from Fort Dodge, Iowa to Worthington, Minnesota [4 hours northwest] to recover an empty trailer [see Plaintiff's Ex. 2 page 2]. Upon arriving in Worthington, Mn. Plaintiff spent approximately 2 hours attempting to ascertain the whereabouts of the abandoned trailer before eventually retrieving it.

16. Upon retrieving the empty trailer, Plaintiff was then directed to travel 1 hour and 30 minutes west to Sioux Falls, South Dakota to pick up a load by 17:00. Accordingly, Plaintiff arrived at the shipper there in Sioux Falls, South Dakota at 17:20 and spent 2 hours and 30 minutes loading [see Plaintiff's

Ex. 2 pages 3 and 4]. That brought the time of day to 20:00 at night. The load was scheduled to be delivered by 10:00 the following morning of October 26, 2019 [see Plaintiff's Ex. 2 page 3].

17. Because Plaintiff began his work day at 11:00 that morning [pursuant to dispatch] the FMCSA HOS 14-hour rule prohibited Plaintiff to drive his semi-tractor past 01:00 without first taking a 10-hour rest break.

18. As such, Plaintiff left Sioux Falls, South Dakota at 20:00 and drove until 23:30 reaching Lacrosse, Wisconsin where he ceased driving and began his 10-hour rest break.

HERE IS WHERE THIS INSTANCE OF COERCION AND ILLEGAILTY AROSE

19. Later on, in the wee morning hours of October 26, 2019 at 03:00 hours [a mere 3 hours and 30 minutes into Plaintiff's 10-hour rest break] Plaintiff received a phone call from AAA stating that GPS indicated that he had been parked for several hours and was not "rolling." Plaintiff explained that he was on break and would be on break until 10:00. AAA told Plaintiff that this was: "unacceptable" and that Plaintiff "needed to get rolling immediately" in order "to avoid being fined by the broker for missing the appointment time." Fatigued but fearful

for his job, Plaintiff acquiesced to AAA's demand and began driving again in violation of the FMCSA 14-hour rule.

20. Plaintiff arrived to his destination in Des Plaines, Illinois at 12:25 only to find that the receiver closed at 10:00. Plaintiff then found a nearby truck stop and began his much needed and long overdue 10-hour rest break. However, per the usual, at 16:30 [a mere 4 hours into Plaintiff's 10-hour break] Plaintiff received a phone call from AAA wherein AAA expressed its anger relative to Plaintiff having missed the afore mentioned 10:00 delivery appointment.

21. During the course of that phone call Plaintiff was ordered end his break and to bring the loaded trailer that he was currently carrying to AAA headquarters in South Holland, Illinois and to drop it off there on the yard [see Plaintiff's Ex 2 page 6]. Because Plaintiff had begun his work day at 11:00 the previous morning of October 25, 2019 Plaintiff had now gone 33 hours and 30 minutes without being granted a proper 10-hour rest break.

22. Nonetheless, upon Plaintiff's arrival at AAA's headquarters at 17:30 he dropped his loaded trailer off as instructed. AAA then told Plaintiff through verbal command and also in writing [via official dispatch] to immediately travel to University Park, Illinois to pick up a load and deliver it to Fulton,

Missouri on the following morning [see Plaintiff's Ex. pages 6 and 8]. AAA stressed in the strictest of terms that the appointment time was at 08:00 the following morning of October 27, 2019.

23. Plaintiff in fear of not only of losing his job but also of losing his leased semi-tractor [which was the sole source of his livelihood] that he was leasing from AAA's sister company obeyed AAA's order and went to University Park, Illinois arriving at 18:30. Plaintiff then departed University Park for Fulton, Missouri at 19:30.

24. Plaintiff then drove until 22:00 but due to sheer exhaustion and fatigue from sleep deprivation, Plaintiff could travel no further. Subsequently, Plaintiff then began his 10-hour break, although, he could not take a 10-hour break and also arrive in Fulton, Missouri by 08:00 as ordered by AAA.

ADDITIONAL ILLEGALITY AND COERCION BY AAA

25. Subsequently, in the early morning hours of October 27, 2019 at 02:30 [a mere 4 hours and 30 minutes into Plaintiff's 10-break] Plaintiff received a phone call from AAA wherein AAA stated: "Driver you need to start rolling toward Fulton so that we are not late for this appointment." Plaintiff then resumed driving and arrived in Fulton at 07:22 on the morning of October

27, 2019 as denoted by the check-in time on the face of the attached bill of lading/ shipping documents wherein the receiver documented Plaintiff's time of arrival [see Plaintiff's Ex. 2 page 9]. In any event, Plaintiff then spent 4 hours there in Fulton, Mo. allowing his trailer to be unloaded and departed the receiver at 11:30 [see Plaintiff's Ex 2 page 9]. Plaintiff then traveled a few miles down the road to the nearest truck stop and began his 10-hour break.

26. The forgoing fact pattern meant that Plaintiff while under the control and dispatch of AAA had been coerced and forced to work from 11:00 on the morning of October 25, 2019 until 12:30 on October 27, 2019 which constitutes a work shift lasting 49 hours and 30 minutes without a 10-hour rest break.

27. Per the usual pattern, AAA's safety department [in an act of deception] then remotely- edited and falsified plaintiff's e-log in order to make appear as though Plaintiff had been resting off duty for the entirety of October 26th and 27th and not driving in violation of FMCSA HOS [see Plaintiff's Ex. 2 pages 7 and 11].

C. THIRD CASE AND POINT [AMAZON AND AAA's CONDUCT COLLECTIVELY]

28. Later, on the evening of October 27, 2019 Plaintiff received a phone call from AAA wherein Plaintiff was informed

319 that Amazon needed his tractor for a dispatch on the following
320 morning of October 28, 2019 at 06:00 [see Plaintiff's Ex. 3 page
321 2]. Plaintiff then tried to explain to AAA that he was burnt
322 out, suffering from insomnia due to sleep deprivation and as a
323 result he was in a deep state of depression and needed more time
324 to try to recover physically and mentally.

325 29. AAA responded: "suck it up Driver. Listen to me and listen
326 to me very, very carefully. Don't play games with my Amazon
327 account. Don't be late for this pickup. You got it?" Plaintiff
328 responded: "yeah man, I got it."

329 30. Regardless, on the morning of October 28, 2019 Plaintiff
330 obeyed AAA and departed Fulton, Missouri for Edwardsville,
331 Illinois at 04:00 in order to arrive at Amazon by 05:45. Upon
332 Plaintiff's arrival at Amazon's Edwardsville, Illinois facility
333 Plaintiff checked in at the guard shack and was then assigned an
334 empty trailer. The trip's itinerary then required that
335 Plaintiff travel 4 hours and 30 minutes east to Evansville,
336 Indiana for a pick-up.

337 31. Accordingly, Plaintiff arrived at Evansville and spent 1
338 hour and 45 minutes allowing his trailer to be loaded before
339 departing to make the journey back to Edwardsville, Illinois
340 arriving by 14:55 as Amazon's itinerary required [see

Plaintiff's Ex. 3 page 2]. The round trip took approximately 9 hours of drive time.

32. Because Plaintiff drove 1 hour and 45 minutes at the beginning of his shift from Fulton, Mo. to Edwardsville, Il., his total drive time for the day was 10 hours and 45 minutes.

33. This fact meant that pursuant to the FMCSA HOS 11-hour rule, Plaintiff could only drive 15 additional minutes until Plaintiff would have to rest for 10 consecutive hours prior to driving again. Accordingly, Plaintiff then traveled to a nearby Pilot Truckstop and began his 10-hour break, noting that the time of day had now reached 17:30 in the evening [see Plaintiff's Ex. 3 page 3].

34. As Plaintiff had settled into his bunk in order to rest and allow his body, Plaintiff received a phone call from AAA. Plaintiff chose to ignore the call because he knew from past experiences that AAA was about to ask Plaintiff to perform some sort of act that would be illegal in nature.

35. AAA then called again. And then again and again and again [back to back to back] which eventually forced Plaintiff to finally answer AAA's call. Plaintiff answered: "Hello!" AAA responded: "Get some rest Weakley. Amazon wants you to roll out tonight at 22:45 on a tour that picks up over in Edwardsville

363 headed down to Memphis and back!" [See Plaintiff's Ex. 3 pages
364 4,5 and 6]. "Check your amazon app and don't be late!"

365 36. Plaintiff then exclaimed: "I'm out of hours. Besides, I
366 already pulled my shift for today and you know that." AAA
367 responded with a condescending chuckle and stated: "You know the
368 drill man, why are you acting green? Don't worry about your
369 logs, I will have safety cover you and send you the edits."

370 37. Plaintiff responded: "Why do ya'll keep forcing me to drive
371 in violation like this, this is foul? I'm running on fumes out
372 here." AAA then told Plaintiff: "Amazon needs this route
373 covered tonight because of increased volume and that's all you
374 need to know." "Check your app and don't be late man."

375 38. Plaintiff then ended the call and checked his Amazon app as
376 ordered. And low and behold, just as AAA had claimed, another
377 shift had been forced onto Plaintiff by AAA and Amazon
378 collectively [see Plaintiff's Ex. 3 pages 4,5 and 6].
379 Plaintiff, livid with both AAA and Amazon, then rebelled and
380 resisted by directly calling Amazon to complain.

381 39. During the course of that call Plaintiff informed Amazon
382 that he: "was worn out and did not have any drive time left for
383 the day." Plaintiff then asked Amazon: "Do you see where I have
384 already driven a 10-hour shift for you today?" Amazon stated:

385 "Yes. But what's your point?" Plaintiff then asked: "Well if
386 you see that, why in the heck are you putting another load on
387 me?" "You guys at Amazon claim to be so safety oriented but
388 that's a big fat crock of crap apparently."

389 40. Amazon then explained: "Sir you're going to need to take
390 this issue up with your carrier, not us." Amazon then asked:
391 "Sir will you be on time for your pick up tonight? This load
392 must pick up and deliver on time." Plaintiff then responded:
393 "Go to hell. You just said you see that I have no hours
394 available yet you want me to run this load dirty for you
395 anyhow." Plaintiff then abruptly ended the call.

396 41. Amazon apparently called AAA and expressed its displeasure
397 for Plaintiff's tone because AAA then called Plaintiff back
398 shortly thereafter and scolded him using the harshest of
399 profanities and angrily told Plaintiff that he was to: "never
400 call Amazon headquarters again." AAA then went on to state:
401 "Run the load or turn in your keys!"

402 42. To be clear, Amazon Trip: T-113SXVHWR required Plaintiff to
403 report to Amazon's Edwardsville, Illinois facility at 22:45 the
404 night of October 28, 2019. Plaintiff had just completed a tour
405 for Amazon at 14:55 that was a 10 hour round trip as supported
406 by Plaintiff's Ex. 3 page 7. As a result, Plaintiff began his
407 10-hour rest break at 17:00. Ergo, to begin driving again at

22:45 meant that Plaintiff could only rest for 5 hours and 45 minutes rather than the mandated 10 hours. It also meant that Plaintiff would have to drive in violation of the 14-hour rule as well.

43. Plaintiff having been effectively coerced into taking Amazon Trip: T-113SXVHWR which was scheduled to depart from Edwardsville at 22:45, attempted to rest his weary body but the stress, pressure and mental fatigue from the long unlawful work hours and the consistent pattern of coercion made it impossible to sleep.

**HERE IS WHERE AMAZON AND AAA'S COERCION MATERIALIZED IN THIS
INSTANCE**

44. Said stress and pressure was immediately compounded when AAA called Plaintiff back at 17:30 [just 30 minutes after Plaintiff had told Amazon to "Go to hell"] and exclaimed: "Get your lazy ass up Weakley! It's time to go back to work!" Flabbergasted, Plaintiff listened anxiously as AAA stated: "You and your smart-ass mouth and disrespectful attitude just nearly got banned from Amazon for life. They claim the only way to make this right with them is to cover a "HOT" load for them up in Rockford, Illinois tonight." "I guess you really pissed someone off over at Amazon because they took that good Memphis run off you and put this Rockford run on you." "Check your app

431 and get rolling to Rockford. We've got a really tight window
432 here. Be there by 21:30 tonight for this pick up." "And your ass
433 had better not be late Weakley!"

434 45. Plaintiff then checked his Amazon app and consistent with
435 the prior pattern of abuse perpetuated upon Plaintiff by AAA and
436 Amazon collectively, Amazon had indeed canceled Trip: T-
437 113SXVHWR. However, AAA and Amazon's conduct became even more
438 egregious and more coercive as evidenced by Amazon Trip:
439 114TRS6LJ which did not provide for any rest whatsoever between
440 shifts [see Plaintiff's Ex. 3 page 8].

441 46. Effectively, Plaintiff was coerced to immediately abort his
442 10-hour break [a mere 30 minutes into his break] that he had
443 just began at 17:00 because Amazon Trip: 114TRS6LJ required that
444 Plaintiff arrive in Rockford, Illinois by 21:30 on the night of
445 October 28, 2019.

446 47. Amazon Trip: 114TRS6LJ would then require Plaintiff to
447 arrive in Crest View, Illinois by 01:06 on the morning of
448 October 29, 2019 and to then travel back to Rockford by 03:00
449 before he would be able to take his rest break. Pursuant to
450 Amazon Trip: 114TRS6LJ Plaintiff was coerced into working 25
451 hours consecutively [well past the 14-hour rule limit without a
452 10-hour rest break] because Plaintiff's shift began at 04:00 the
453 morning of October 28, 2019 and lasted until 03:00 the morning

of October 29, 2019. Federal law prohibits such reckless conduct by a carrier or 3rd party broker such as Amazon.

48. Regardless, Plaintiff completed Amazon Trip- 114TRS6LJ at 16:07 on the evening of October 29, 2019. Per the usual, AAA then altered Plaintiff's e-log to make it appear as though he were resting rather than driving on the night of October 28th and the early morning hours of the 29th. [See Plaintiff's Ex. 3 and 11].

D. FOURTH CASE AND POINT [AAA RESPECTIVELY]

49. Plaintiff avers that on the evening of October 29, 2019 Plaintiff spoke with AAA and informed AAA that he was in an extreme state of fatigue and suffering from insomnia and depression due to the sheer lack of sleep. Plaintiff informed AAA that he was going to take a 34-hour rest break because Plaintiff needed to rest his body and recover mentally. Thus, Plaintiff began his 34-hour rest break at 16:45 on the evening of October 29, 2019. [See Plaintiff's Ex. 3 page 11].

50. On October 30, 2019 at 09:25 [just 14 hours and 25 minutes into Plaintiff's 34-hour break] Plaintiff received a phone call and email from AAA notifying Plaintiff that AAA had dispatched Plaintiff to St. Louis, Missouri for a 15:00 pick up. Plaintiff resisted that dispatch and ended the call with AAA. Moments

476 later someone in upper management with AAA called Plaintiff back
477 and told Plaintiff in a very stern Russian accent: "I am not
478 here to argue and debate with you. You have two options. You
479 can run this load and keep your job or you can return my truck
480 and trailer here to Chicago and go find you a new job. We are
481 sick of your juvenile antics." "So what your choice is Mr. Big
482 shot?"

483 51. Plaintiff tearfully and emotionally responded: "I have not
484 slept a wink because of all of the caffeine and stimulants I've
485 had to take just in order to stay awake. I'm not a machine.
486 Ya'll have ran me into the dirt and couldn't care less about my
487 safety." Nonetheless, Plaintiff under duress acquiesced and
488 responded: "Ok dude, I'll run the load." AAA then stated: "And
489 be advised that if you're late, I am docking your pay 250
490 bucks." [See Plaintiff's Ex. 4 page 4].

491 52. As a result of the threat issued by AAA, Plaintiff relented
492 and prematurely ended his 34-hour break. Plaintiff then
493 proceeded to the shipper in St. Louis, Missouri as ordered.
494 After having his trailer loaded, Plaintiff then departed the
495 shipper in route to Cleveland, Tennessee at 16:30.

496 53. Fatigued, Plaintiff drove in short intermittent periods
497 throughout the night and as a result missed his 08:00
498 appointment as he arrived at 11:00 the morning of October 31,

2019. Plaintiff's trailer was unloaded by 13:00. Plaintiff was then told to standby and wait for his next dispatch.

54. At 17:00 AAA called Plaintiff and notified him that there was no freight in the area and subsequently dispatched him to Johnson City, Tennessee. AAA stated that it would dispatch Plaintiff the following morning of November 1, 2019 from Johnson City.

55. At approximately 20:30 on the night of October 31, 2019 while traveling east bound on Interstate 26, Plaintiff fell asleep at the wheel and crashed ["the Crash"] his semi-tractor into a concrete barrier along the roadside at mile marker 17.

56. Plaintiff's injuries suffered as the result of the Crash have caused him to incur significant medical expenses, loss of his business and loss of income.

CAUSES OF ACTION

57. Plaintiff would show the Court that the acts and omissions of the Amazon and AAA as set forth above, individually and independently, separately and collectively, constitute negligence or illegality resulting in gross negligence *per se* and are a direct and proximate cause of the Crash and resulting injuries and damages sustained by Plaintiff.

58. The violations, negligent acts, and omissions of Amazon and AAA breached a number of duties owed to Plaintiff and the public including, but not limited to:

a. a duty to exercise the degree of care, skill and competence that a reasonable and ordinary employer and or freight broker would exercise under similar circumstances;

b. the duty to exercise reasonable care to avoid a foreseeable risk of injury to other persons; and;

c. a duty to use ordinary care by not placing other in harm's way.

59. AAA, as Plaintiff's employer breached the following duties owed to Plaintiff and the public at large including, but not limited to:

a. The duty to use ordinary care in providing a safe workplace; and

b. the duty to use ordinary care in supervising an employee's activities.

DAMAGES & EXEMPLARY DAMAGES

60. Accordingly, Plaintiff TIMOTHY WEAKLEY seeks all actual damages to which he shows himself entitled. Plaintiff alleges that his damages exceed \$75,000.00.

61. Plaintiff's damages include past and probable future loss, including but not limited to:

a. pain and suffering;

b. mental anguish;

c. loss of earnings and earning capacity;

d. necessary medical, therapeutic, pharmaceutical care; and

e. loss of consortium.

62. The conduct of Amazon and AAA, individually, as described above constituted gross negligence, in that these Defendants' act or omission:

(1) when viewed objectively from the standpoint of the defendant at the time of its occurrence, involved an extreme degree of risk, considering the probability and magnitude of the potential harm to others; and (2) defendant had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, and welfare of others, including Plaintiff.

561

PRAYER

562

WHEREFORE, Plaintiff, TIMOTHY WEAKLEY, prays that

563

Defendants, Amazon and AAA, individually, be served to appear

564

and answer, and for judgment that affords him actual damages,

565

exemplary damages, prejudgment and post-judgment interest and

566

any other relief to which Plaintiff has shown himself entitled.

567

Plaintiff also seeks any other such damages that may be awarded

568

by this Honorable Court.

569

RESPECTFULLY SUBMITTED:

570



571

TIMOTHY WAYNE WEAKLEY

572

PRO SE

573

414 EAST MOUNTAIN VIEW ROAD

574

APARTMENT 503

575

423-797-0096

576

timothyweakley@yahoo.com

FedEx

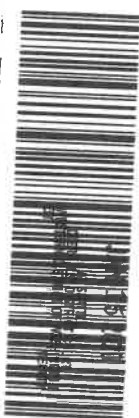
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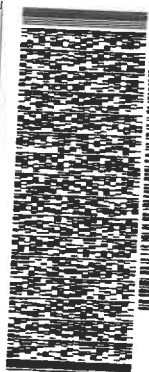
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